

Additional Purchasing Terms and Conditions for Products regarding Open Source Software (OSS)

of:

BOSCH DIESEL s.r.o. with registered office at Jihlava, Pávov 121, Post Code 586 01

Registration Number 469 95 129

Registered in the Commercial Register administered by the Regional Court in Brno, in Section C, Inlet 8864

Bosch Rexroth, spol. s r.o. with registered office at Brno, Těžební 1238/2, Post Code 627 00

Registration Number 005 47 425

Registered in the Commercial Register administered by the Regional Court in Brno, in Section C, Inlet 123

Bosch Termotechnika s.r.o. with registered office at Prague 4, Pod Višňovkou 1661/35, Post Code 140 00

Registration Number 189 53 573

Registered in the Commercial Register administered by the Municipal Court in Prague, in Section C, Inlet 121629

Robert Bosch odbytová s.r.o. with registered office at Prague 5, Radlická No. 350/107d, Post Code 158 00

Registration Number 438 72 247

Registered in the Commercial Register administered by the Municipal Court in Prague, in Section C, Inlet 5483

Robert Bosch, spol. s r.o. with registered office at Roberta Bosche 2678, České Budějovice 3, 370 04 České Budějovice

Registration Number 466 78 735

Registered in the Commercial Register administered by the Regional Court in České Budějovice, in Section C, Inlet 1451

(hereinafter referred to as: "**Bosch**")

1. Scope

- a) These terms apply to business-to-business transactions with regard to the acquisition/licensing of software and hardware with integrated software (= embedded software), in any code form (e.g. source code, object code, executable...) (also referred to as: "**Contract Products**"). These terms apply in particular, when you (also referred to as: "**Supplier**") are:
- licensing software and/or technology to Bosch that includes OSS Components;
 - designing software and/or technology for Bosch that will include OSS Components;
 - selling and/or otherwise providing to Bosch a hardware product that has OSS Components (1) bundled with it; (2) installed on it (e.g. incorporated into firmware as part of the product); or (3) distributed separately, but intended to be used with the product;
 - providing Bosch with OSS Components in conjunction with services for Bosch or its partners or customers;
- b) These terms exclude deviating general terms & conditions used by the Supplier, even if Bosch accepts Contract Products with knowledge of such Supplier's general terms & conditions.

2. Definitions

- a) "**Open Source Software**" or "**OSS**" or "**OSS Component**" in this document designates
- (1) software under a license agreement ("**OSS License**"),
 - which is approved by the Open Source Initiative and/or Free Software Foundation and listed on either's website; and/or
 - which allows distribution or provision of access to the software only, if material and/or information (e.g. license texts, copyright/author notices, source code or written offer for the same, makefiles, scripts, other software...) or links to material and/or information ("**Additional OSS Material**") are provided along with the software or are otherwise disclosed;
 - (2) software, which is (allegedly) freeware or dedicated to the public domain.
- b) "**Copyleft Terms**" designates an OSS License which requires modifications or derivative works of the OSS Component to be under the terms of such OSS License, such as the GNU General Public License version 2 and Mozilla Public License version 1.1 and others.

3. Agreement about OSS, Copyleft Terms, Obligations of the Supplier

- a) OSS will only be included in the Contract Products, if explicitly agreed between the parties in writing (incl. fax, email) and to the extent listed in an AMENDMENT OSS signed by Bosch. In addition, Software under Copyleft Terms will only be part of the Contract Products, if specifically agreed between the parties in writing (incl. fax, email). In case the Supplier intends to add, update or modify OSS Components and/or OSS Licenses in the Contract Products, it will ask for Bosch's written prior approval to the intended changes on an updated AMENDMENT OSS, which Bosch shall not withhold unreasonably - in doubt, Bosch decides.
- b) The **AMENDMENT OSS** shall contain the following information on OSS Components included in the Contract Products or relevant to the use thereof: (1) OSS Component name, version number and a URL of origin, (2) names and version number of the OSS Licenses respectively applicable.
- c) The Supplier will fully comply with all obligations associated in any way with any OSS included in the Contract Products (including e.g. OSS Licenses and copyright law) ("**OSS Obligations**") and especially will provide all **Additional OSS Material** and especially the following material and information in a common file format (which Bosch may specify) upon each

delivery of a development state and final state for each copy of the Contract Product or its software or upon request by Bosch:

- (1) A **list of the OSS Components** with: (a) OSS Component name and version number, (b) names and version numbers of the OSS License respectively applicable (e.g. GNU Lesser General Public License v2.1), (c) the origin of the OSS Component, (d) copyright-notices and content of the notice file (if e.g. Apache License), (e) license text respective permission note, (f) information if OSS Component was modified (g) info on any possible Copyleft Terms, (h) type of linking (dynamic/static);
 - (2) A file ("**compulsory info document**") containing the OSS Component file names, the respective licensing texts and copyright/author notices of each OSS Component with reasonable headings and a table of contents at the beginning;
 - (3) An **archive file of all source code files** of all OSS and of all other software (including e.g. makefiles, scripts...) and instructions for building the source code into installable object code (including e.g. "Complete Corresponding Source Code" if required) Bosch needs to provide on distribution of the Contract Product according to the OSS License.
- d) The Supplier will fulfill its obligations mentioned in Section 3.c) in a way that allows Bosch to distribute each single Contract Product in full compliance with Bosch's OSS Obligations. If an OSS License requires so, all **Additional OSS Material** and especially the material and information designated in Section 3.c)(2) + (3) must accompany each Contract Product in an easily readable format (printed/CD or other standard data carrier/documented program function to display), which Bosch may specify in writing.

4. Supplier's OSS warranties and representations, only agreed OSS, complete info, no license violation/incompatibility, Copyleft Terms

Without limitation to any other rights of Bosch, the Supplier warrants and represents that

- a) no other OSS than **agreed** according to Section 3.a) is contained in the Contract Products;
- b) material and information it provides pursuant to Section 3. is **complete and accurate**;
- c) each OSS Component included in Contract Products or relevant to the use thereof does not and will not:
 - (1) **violate** the terms of the OSS Licenses for such OSS Components by the manner in which the OSS Component is used or connected with or interacts with other OSS Components or proprietary software;
 - (2) require that any **proprietary software** used in the Contract Product or a Bosch product will be subject to the terms of an OSS License by the manner in which the OSS Component is used or connected with or interacts with such proprietary software according to the intended use of the Contract Products;
- d) it has **complied** fully with all of the terms of the OSS Licenses by which the Supplier is bound with regard to using, processing, editing and passing on the OSS Components included in the Contract Products or which are relevant to the use thereof provided for under the contract;
- e) it **follows all instructions by Bosch** to protect the proprietary software used in the Contract Product or a Bosch product according to the intended use of the Contract Products, especially those aiming to protect against the effect of **Copyleft Terms**.

5. Supplier's OSS Remedies

Without limitation to any other rights of Bosch: If the Supplier breaches its obligations set forth in Section 3. or its warranties and representations set forth in Section 4., the Supplier shall, within the agreed development and delivery dates and immediately upon its having knowledge thereof:

- a) replace not agreed upon OSS-components with agreed software and correct or complete any false or incomplete material and information pursuant to Sections 3. and 4.a);
- b) deliver to Bosch any software not provided in contravention of Section 3.c)(3);
- c) remedy any violations of the warranties of Sections 4.c) to e).

6. Supplier's OSS Indemnification

Without limitation to any other rights of Bosch, the Supplier shall indemnify Bosch for all costs, expenses and damages caused by the non-compliance or untimely compliance, whether by act or omission, with

- a) OSS licenses or copyright law in relation to the Contract Products or
- b) the obligations established for the Supplier in Section 3. or
- c) by the violation of the representations and warranties agreed in Section 4. or the remedy of the consequences thereof agreed in Section 5.